

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

GLOBENET CABOS SUBMARINOS AMERICA  
INC. f/k/a BRASIL TELECOM OF AMERICA,  
INC.,

Plaintiff,

-against-

FSF TECHNOLOGY LTDA EPP d/b/a ALOO  
TELECOM,

Defendant.

Case No.: 1:18-cv-04477-JFK

**DECLARATION OF LETÍCIA BARBOSA E SILVA ABDALLA**

I, Letícia Barbosa e Silva Abdalla, make this declaration as follows:

1. My name is Letícia Barbosa e Silva Abdalla. I am a Senior Lawyer with the law firm of Correia, Fleury, Gama e Silva Advogados representing GlobeNet Cabos Submarinos S.A. (“GlobeNet Brazil”) in an arbitration (the “Arbitration”) brought against FSF Tecnologia Ltda EPP d/b/a Aloo Telecom (“Aloo”) before the Center of Arbitration and Mediation of Brazil-Canada Chamber of Commerce (“CCBC”)

2. The Arbitration concerns a breach by Aloo of the Agreement for Assignment for Consideration of License for Use and Other Covenants (the “Assignment Agreement”) entered into between Aloo and GlobeNet Brazil on or about September 24, 2015.

3. GlobeNet Cabos Submarinos America Inc. f/k/a Brasil Telecom of America, Inc. (“GlobeNet U.S.”) was not a party to the Assignment Agreement and is not a party in the Arbitration.

4. I have reviewed the Complaint filed by GlobeNet U.S. against Aloo in the case styled *GlobeNet Cabos Submarinos America Inc. f/k/a Brasil Telecom of America, Inc. v. FSF*

*Tecnologia Ltda EPP d/b/a Aloo Telecom*, Case No. 1:18-cv-04477-JFK, pending in the United States District Court Southern District of New York (the “New York Case”).

5. In the Arbitration, GlobeNet Brazil is not seeking a judgment for the two-million seven-hundred fifty-six thousand and eighty one Brazilian Reais and ten cents (R\$2.756.081,10), plus interest owed to GlobeNet U.S. under the Master Services Agreement (the “MSA”) executed between GlobeNet U.S. and Aloo on February 13, 2014.

6. GlobeNet Brazil is not a party to the MSA and is not a party in the New York case.

7. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

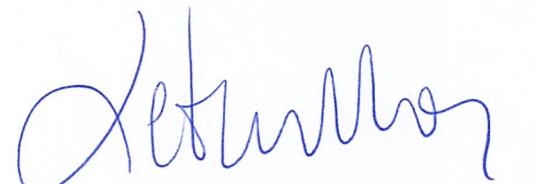
[REDACTED]

[REDACTED]

8. In the Arbitration, GlobeNet Brazil is not seeking a determination of whether: (i) the MSA is valid and binding; (ii) the MSA was supported by valuable consideration; (iii) GlobeNet U.S. fully performed all of its obligation under the MSA; or (iv) Aloo breached the MSA by failing to make payments to GlobeNet U.S. of fees owed from May 2014 to August 2015.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on this 13 day of August, 2018.



LETÍCIA BARBOSA E SILVA ABDALLA